

IN THE CIRCUIT COURT OF THE STATE OF OREGON  
FOR THE COUNTY OF MARION

RAM STEELCO, INC., an Oregon  
corporation,

Plaintiff,

vs.

MID-VALLEY FOREST PRODUCTS, LLC,  
an Oregon limited liability company and  
JOSH WELLS, an individual,

Defendants.

Case No.:

11C13087

COMPLAINT – Action on Account and  
Personal Guaranty

Subject to Mandatory Arbitration

Prayer: \$12,144

Plaintiff, Ram Steelco, Inc. (“Ram Steelco”), by and through its attorney, Jeffrey A. Trautman, of Fetherston Edmonds, LLP, for its claims against Defendants Mid-Valley Forest Products, LLC (“Mid-Valley Forest Products”), and Josh Wells (“Wells”), alleges as follows:

FIRST CLAIM FOR RELIEF

Action on Account – Defendant Mid-Valley Forest Products

1.

Plaintiff, Ram Steelco, is now and has been at all material times, an Oregon corporation.

2.

Defendant Mid-Valley Forest Products is now and was at all material times, an Oregon limited liability company.

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3.

Defendant Mid-Valley Forest Products entered into a credit agreement on or about May 30, 2008, a copy of which is attached hereto as Exhibit 1 and incorporated herein by this reference (the "Credit Agreement").

4.

Defendant Mid-Valley Forest Products is indebted to Plaintiff in the sum of \$9,465.34 plus finance charges in the amount of \$2,626.44 through December 31, 2010; plus interest at the rate of 2.0% per month from January 1, 2011, until paid.

5.

Despite written demand, Defendant Mid-Valley Forest Products has not paid this sum or any part of it.

6.

Pursuant to the terms of the Credit Agreement, Plaintiff is entitled to recover its costs and attorney fees.

SECOND CLAIM FOR RELIEF  
Personal Guaranty – Defendant Josh Wells

7.

Plaintiff realleges Paragraphs 1 through 6 of its First Claim for relief and incorporates them as though fully set forth herein.

8.

On or about May 30, 2008, Defendant Wells signed the Credit Agreement attached hereto as Exhibit 1, and agreed to personally guaranty the obligations of Mid-Valley Forest Products under that agreement, by signing the Individual Personal Guaranty, a true and correct copy of which is attached hereto as Exhibit 2.

Page 2- COMPLAINT

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9.

In consideration for the personal guaranty, Plaintiff extended credit to Defendant Mid-Valley Forest Products.

10.

Plaintiff had demanded payment of the balance of the account in the amount of \$9,465.34, plus finance charges in the amount of \$2,626.44 through December 31, 2010; plus interest at the rate of 2.0% per month from January 1, 2011, until paid, but the Defendants have not paid any part of this balance.

11.

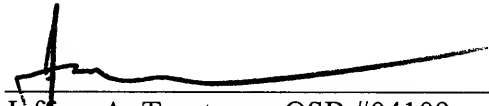
Pursuant to the terms of the Credit Agreement and the Individual Personal Guaranty, Plaintiff is entitled to its costs and attorneys fees incurred herein.

WHEREFORE, Plaintiff prays for judgment against Defendants and each of them, in the amount of \$9,465.34, plus finance charges in the amount of \$2,626.44 through December 31, 2010; plus interest at the rate of 2.0% per month from January 1, 2011, until paid, plus Plaintiff's reasonable attorney fees, costs, and disbursements incurred herein.

DATED this 9<sup>th</sup> day of March, 2011.

FETHERSTON EDMONDS, LLP

By:

  
Jeffrey A. Trautman, OSB #04109  
[jtrautman@fetherstonedmonds.com](mailto:jtrautman@fetherstonedmonds.com)  
Attorneys for Plaintiff

Trial Attorney:

Jeffrey A. Trautman, OSB #04109  
[jtrautman@fetherstonedmonds.com](mailto:jtrautman@fetherstonedmonds.com)  
Attorneys for Plaintiff

Page 3- COMPLAINT

mid



Steel Service Centers

## CUSTOMER CREDIT APPLICATION

\*Thank you for filling out this form completely and legibly.\*

We request a monthly credit line of \$ 5,000 all to 4/1/08

Firm Name Mid-Valley Forest Products LLC Phone 503-859-4900  
 Date Started 5-19-2008 Fax 503-859-2338  
 Mailing Address PO Box 547 City Lyons State OR Zip Code 97358  
 Shipping Address 171 19th Street City Lyons State OR Zip Code 97358  
 Corporation Partnership Ltd. Partnership Proprietorship LLC X  
 Federal ID # 26-0771847  
 If incorporated, state in which incorporated: \_\_\_\_\_

Type of Business Sawmill

Estimated Annual Sales \$ \_\_\_\_\_

Own or Rent Building? OWN If Rent, from whom? \_\_\_\_\_

Location \_\_\_\_\_

## TRADE REFERENCES

NAME	CITY	STATE	ZIP	PHONE	**FAX**
Jeff Zeeb	Salem	OR	97306	503-363-2622	503
Fred VanNatta	Salem	OR	97306	503-363-2324	585
Dave Hayes	Salem	OR	97306	503-910-9664	8547
				503-399-7223	

Name of Bank Bank of the West  
 Street Address 2151 Lancaster Dr NE City Salem State OR Zip Code 97305  
 Checking Acct # 468-000666 Loans —  
 Bank Contact Cathy Carter Phone 916-492-5854  
 Principal owners or stockholders of your firm: \_\_\_\_\_

NAME	ADDRESS	TITLE
Chuck Sides	2555 Hollywood Dr NE	Owner
Josh Wells	1530 Stonebridge Dr NE	Log Buyer

APPLICANTS SIGNATURE ATTESTS FINANCIAL RESPONSIBILITY AND WILLINGNESS TO PAY OUR INVOICES IN ACCORDANCE WITH OUR STATED TERMS.

TERMS: NET 30 DAYS. A FINANCE CHARGE of 2% per month which is an Annual Percentage Rate of 24% charged on past due accounts together with reasonable attorney's fees.

THE ABOVE INFORMATION, AS WELL AS THAT GIVEN ON THE REVERSE SIDE, IS FOR THE PURPOSE OF OBTAINING CREDIT AND IS WARRANTED TO BE TRUE. I/WE HEREBY AUTHORIZE THE FIRM TO WHOM THIS APPLICATION IS MADE TO INVESTIGATE THE REFERENCES LISTED PERTAINING TO MY/OUR CREDIT AND FINANCIAL RESPONSIBILITY.

FIRM NAME Mid-Valley Forest Products LLCSIGNATURE Josh Wells TITLE Log Buyer

TYLER VAN CLEAVE - Inside sales



## INDIVIDUAL PERSONAL GUARANTY

I, Josh Wells, residing at 1530 Stonehedge Drive, Date MAY 30 20 08

for and in consideration of your extending credit at my request to Mid-Valley Forest Products LLC  
(Name of Company)

(hereinafter referred to as the "Company"), of which I am Log Buyer, hereby  
(Title)

personally guarantee to you the payment at Ram Steel in the State of Oregon  
of any obligation of the Company and I hereby agree to bind myself to pay you on demand any sum which may  
become due to you by the Company whenever the Company shall fail to pay the same. It is understood that this  
guaranty shall be a continuing and irrevocable guaranty and indemnity for such indebtedness of the Company. I  
do hereby waive notice of default, nonpayment and notice thereof and consent to any modification or renewal  
of the credit agreement hereby guaranteed.

Signature [Signature]

Witness:

Stephen P. Lipold

Address:

245 13th St NE Salem OR 97301

IN THE CIRCUIT COURT OF THE STATE OF OREGON  
FOR THE THIRD JUDICIAL DISTRICT  
Small Claims Division – P.O. Box 12869, Salem, OR 97309

MARC NELSON OIL PRODUCTS, INC.  
PO Box 7135  
Salem, OR 97303  
Tele: (503) 363-7676

Plaintiff,

vs.

MID-VALLEY FOREST PRODUCTS, LLC,  
an Oregon limited liability company; and  
JOSH WELLS,

Defendants.

CLAIM AND NOTICE OF CLAIM

Case No. 10C-13406

Name, Title (if applicable) and Address for Service on Defendant(s):

Mid-Valley Forest Products, LLC  
c/o Charles A. Sides, Registered Agent  
245 13<sup>th</sup> Street NE  
Salem, OR 97301  
Tele: (503) 588-7099

Josh Wells  
1530 Stonehedge Drive NE  
Keizer, OR 97303  
Tele: (503) 390-0174

I, Plaintiff, claim that on or about March 25, 2010, the above-named Defendant(s) owed me the sum of \$6,064.97, and this sum is still owing for: Petroleum products.

I have incurred a filing fee of \$86.50 and service expense of \$72.00.

STATE OF OREGON )  
 ) ss.  
COUNTY OF MARION )

Claim Amount: \$ 6,064.97  
Filing Fee: \$ 86.50  
Service Fee: \$ 72.00  
Total Due: \$ 6,223.47

I, the above-named Plaintiff, having been duly sworn, state that I have read the above claim and that it is true as I verily believe, and that I have made a bona fide effort to collect the claim from the Defendant before filing the claim with the Clerk.

MARC NELSON OIL PRODUCTS, INC.

DATED: March 25, 2010.

By: Annie Koenig  
Annie Koenig, Credit Manager

SUBSCRIBED AND SWORN to before me this 25 day of March, 2010.



Sandra K. Webster  
Notary Public for Oregon  
My Commission Expires: 11/6/11

NOTICE TO DEFENDANT: I certify that the foregoing is a true copy of a claim filed against you.

Trial Court Administrator

By: